

**Memorandum to the File
Case Closure**

**Alleged Misuse of Government Resources, Oklahoma City VA Medical Center, OK
(2012-03735-1Q-0002)**

The VA Office of Inspector General Administrative Investigations Division investigated an allegation that (b) (7)(C) while serving as (b) (7)(C) at (b) (7)(C) misused Government resources when he improperly authorized settlement agreements for VA employees. To assess this allegation, we interviewed (b) (7)(C) (b) (7)(C) and the Office of General Counsel. We also reviewed email and personnel records, as well as Federal laws, regulations, and VA policy. We did not substantiate this allegation. We investigated another allegation and we addressed it in a separate memorandum.

Background

Personnel records reflected that (b) (7)(C) served as (b) (7)(C) (b) (7)(C) Muskogee, OK, from September 2005 to August 2009. Since August 2009, he served as (b) (7)(C) (b) (7)(C) Houston TX. (b) (7)(C) told us, and a VISN 16 memo showed, that from May 2012 to September 2012, he was (b) (7)(C) at (b) (7)(C) Center. (b) (7)(C) told us that as (b) (7)(C), the Network 16 Director asked him to resolve longstanding union/management conflicts, advance the facility, and improve employee morale and media relations. He said that, in the past, the medical center allegedly administered harsh disciplinary actions and fostered discrimination against women and minority employees. He said that there were also HR problems, subsequent lawsuits, union grievances, and conflicts between management officials and labor representatives, resulting in various VA and union studies and investigations.

Alleged Improper Settlement Agreements

(b) (7)(C) allegedly authorized "multiple" settlement agreements for "nearly" \$200,000 even though VA prevailed in various levels of arbitration against the employees. Settlement agreement records reflected that (b) (7)(C) did not authorize one \$124,600 settlement. (b) (7)(C) told us that (b) (7)(C) (b) (7)(C) consulted on the settlement and that (b) (7)(C) had "little if any involvement." Settlement agreement records reflected that this particular matter ended in the Federal Court system, settled only after the Department of Justice performed a risk assessment. (b) (7)(C) said that this agreement was appropriate and that it received more heightened scrutiny than a typical settlement agreement.

(b) (7)(C) provided us the records for a second settlement in the amount of \$100,000 that reflected that (b) (7)(C) Oklahoma City VA Medical Center, authorized the agreement and not (b) (7)(C)

In reference to an allegation that a Chief Union Steward submitted a fraudulent worker's compensation claim and received a \$75,000 settlement agreement, we were unable to determine the appropriateness of this action, as we found insufficient evidence relating to it. Therefore, we were unable to proceed further with this aspect of the allegation.

In reference to (b) (7)(C) allegedly reversing disciplinary actions against two employees, records reflected that (b) (7)(C) reversed the action against (b) (7)(C) (b) (7)(C) after VA Central Office officials became involved, and through arbitration, VA's actions were upheld. In another instance, (b) (7)(C) was given a last-chance agreement as a result of her misconduct. Neither of these individuals was given settlement agreements that included monetary outcomes.

Conclusion

We did not substantiate the allegation that (b) (7)(C) improperly authorized settlement agreements for employees at the Oklahoma City VA Medical Center. Settlement records reflected that (b) (7)(C) was not the authorizing official, and VA Regional Counsel was involved with these agreements. We found that (b) (7)(C) (b) (7)(C) and (b) (7)(C) were consulted and/or authorized two of the agreements. We further found that none of the other disciplinary actions resulted in monetary settlement agreements. We are therefore closing this investigation without a formal report or memorandum.

Prepared By (b) (7)(C)

Date 5/14/2013

Approved By (b) (7)(C)

Date 5/14/2013